



SACHI A. HAMAI  
EXECUTIVE OFFICER

## COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

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### MEMBERS OF THE BOARD

GLORIA MOLINA  
MARK RIDLEY-THOMAS  
ZEV YAROSLAVSKY  
DON KNABE  
MICHAEL D. ANTONOVICH

May 13, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

11 of May 13, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **AMENDMENT TO THE HEARING OFFICER AGREEMENT FOR THE EMPLOYEE RELATIONS COMMISSION**

#### **SUBJECT**

Approve the amendment to the Hearing Office Agreement for the Employee Relations Commission.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the amendment to the indemnification clause for existing agreements for services of labor mediators, fact-finders, mediators, and/or hearing officers which were approved by your Board, June 4, 2013, so that it conforms to the indemnification provision in the Master Agreement for the Civil Service Commission Hearing Officer Services that your Board approved on July 19, 2011.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In June 2013, your Board approved agreements with individuals to provide services as labor mediators, fact-finders, mediators and/or hearing officers for the Employee Relations Commission.

Included in the agreement is a standard clause indemnifying the County for liability arising from acts and omissions of the above mentioned individuals. We are informed that this clause has deterred some of the most experienced individuals from continuing to provide fact-finding, mediation, and hearing officer services to the County.

County Counsel advises that the indemnification clause in this agreement should be modified to clarify that these individuals' services are quasi-judicial in nature and are protected by absolute

immunity, and that the County will defend them when they are sued for actions in the scope of their contracted duties. Such an indemnification clause was previously approved by your Board on July 19, 2011, in the Master Agreement for Civil Service Commission Hearing Officer Services.

The modification to the clause has been reviewed by County Counsel. They concur with this recommendation.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide workforce excellence (Goal2) and organizational effectiveness (Goal 3). This recommendation to modify the indemnification clauses in these agreements will promote workforce excellence and organizational effectiveness through the prompt resolution of personnel and employee relations matters, resulting in uninterrupted services to the employees and improved relationships between the County and its employees.

### **FISCAL IMPACT/FINANCING**

There will be no additional financial impact.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The following addition is being made to the indemnification clause:

#### **Section 8.0 Standard Terms and Conditions**

8.22: (2) Hearing Officer's functions are quasi-judicial in nature and are protected by quasi-judicial immunity. The County will provide a defense to Hearing Officers who are sued in the scope of Hearing Officer duties.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this recommendation will ensure continued uninterrupted services, assist in reducing scheduling time of hearings, and mediations, and attract more experienced individuals to hear such cases, thereby enhancing the settlement of employee relations cases.

### **CONCLUSION**

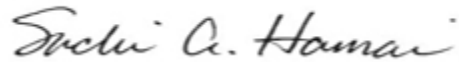
Upon approval of this recommendation, the Executive Officer will notify those individuals with current agreements that an addition has been made to the indemnification clause and in future agreements, this additional clause will be reflected.

The Honorable Board of Supervisors

5/13/2014

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Respectfully submitted,

A handwritten signature in cursive script that reads "Sachi A. Hamai".

SACHI A. HAMAI

Executive Officer, Board of Supervisors

SAH:po

Enclosures

c: Executive Officer, Board of Supervisors  
Chief Executive Office  
County Counsel

*Modify the current Master Agreement – ERCOM Hearing Officer Services by adding paragraph 2. under 8.22 INDEMNIFICATION :*

## **SECTION 8.0 STANDARD TERMS AND CONDITIONS**

### **8.22 INDEMNIFICATION**

1. The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

2. Hearing Officers' functions are quasi-judicial in nature and are protected by quasi-judicial immunity. The County will provide a defense to Hearing Officers who are sued in the scope of Hearing Officer duties.